BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICE:: BENGALURU-27.

Sub: Sub: Selection of Agency/firm for allotment of open spaces establishing infrastructures for Mobile coverage Antenna/booster/pole (setting up of Ground Based/Rooftop) in various Bus Depots / Bus Stands & TTMC's of BMTC across Bengaluru City for establishing Telecom Network.

GENERAL CONDITIONS

This Tender is for Selection of Agency/firm for allotment of open space for establishing infrastructures for Mobile coverage Antenna/booster/pole (setting up of Ground Based / Rooftop) in the Bus Depots / Bus Stands / TTMC's of BMTC across Bengaluru City for establishing Telecom Network as per the following terms and conditions.

1	**Tender Notification & Mode of Submission of Tenders** a) The Tender/Bids shall be open and submitted through the e-procurement portal only. (http://eproc.karnataka.gov.in) b) Tenderers need to register with the e-procurement portal to submit their bids online. The tender document can be viewed free of cost from the e-procurement portal. c) Tender processing fee & EMD will be accepted only in the form of electronic cash (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in the e-portal. d) Incomplete offer/ tender received after the stipulated time and date, Non-submission of offers through internet and not accompanied by EMD (DD or Online payment), Supporting documents (Hard copy or online attachments) will be rejected. e) Each bidder shall submit only one tender / Bid for each location. f) Corrigendum, modification, corrections if any will be published in the website only (e-portal). g) Timeline for submission of tenders / bids may be extended to give the prospective bidders reasonable time to take into consideration of the addendum. Tenders / Bids shall remain valid for a period of 90 days after the last date for tender submission. The Tenderer shall not withdraw or revise the Tender during this period. In case any Tenderer reviews or withdraws his tender during this period, the amount paid by the bidder (EMD/SECURITY DEPOSIT) shall be forfeited.
2	The Licensor shall provide open space as per the requirement of the Licensee,

	based on availability and discretion of the corporation. Additional space allotment can be done subject to availability of space and on payment of pro-rata additional license fee. The Licensee should quote rate for per sq.ft per month for each location only (including GST).
3	The contract period of the successful licensee shall be for 15 years.
4	1) **<u>Pre-qualification Norms:</u>** The tenderers/bidders shall upload the scanned copy of the following documents to their **each location** of the bids for the bid evaluation: a. ID Proof with Photo b. Proof of Address c. PAN card. d. Income Tax Returns. e. Company Registration Certificate. f. Tech Form – 1 Details of the Tenderer (ANNEXURE B) g. Self Declaration Certificate for not having been blacklisted. h. Self Declaration Certificate for not having been terminated for non-fulfillment of the contractual obligations as evidenced by imposition of the penalty by any procurement entity or judicial/Quasi judicial authority/PSU/Gov't agency or judicial pronouncement against the tenderer. 2) **<u>Selection criterion</u>:** A) The successful licensee shall be decided based on the highest amount offered **per sq.ft per month for each location** in the tender process including taxes. The minimum License fee fixed for each location is enclosed at Annexure A B) The bidder can quote for single location or multiple locations.
5	**Earnest Money Deposit:** a. EMD/tender processing fee shall be paid in the E-Procurement portal through NEFT/RTGS only. b. The EMD do not carry any interest. The Earnest Money deposit furnished by the bidder will be forfeited in the event of the bidder withdrawing the tender at any time before acceptance. The EMD of the successful tenderer will be adjusted towards the SD and will be refunded after completion/ closure of the License period. c. The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the licensee and the licensee will not be permitted to participate in any of the tenders of BMTC for a period of two (2) years from the date of such black listing. d. Earnest Money deposit of the bidders will stand forfeited by black listing the bidder for a period of 2 years in case: i. Withdraws the tender after opening of the tender or during the validity period of the tender. ii. Makes false representations with regard to the Pre-qualification norms. iii. Fails to keep up commitments made in the bid.

	iv. Submits more than 1 bid in the same name. v. Fails to furnish the required security deposit within the specified time limit. vi. Withdraws or amends tender or derogates the tender in any aspects in such case, the Earnest Money Deposit will be forfeited. e. The previous earnest money submitted in connection with any other tender will not be adjusted towards the present tender
6	**Annual Escalation:** The monthly license fee is escalated annually by 10% over the existing License fee from January of every year till the end of the license period. However, in the first year the escalation in the license fee shall be limited @ 1% per month for every completed month up to 31st December subject to maximum of 10% and subsequently in the same manner during the extension of this License agreement, if any. If the License period commences on or after 01.06.2025, the entire month of June-2025 will be considered for calculating the annual escalation.
7	**Security Deposit & Agreement:** a) Security Deposit amount shall be 11 (Eleven) times of per month License Fee quoted by the Licensee. The Licensee can deposit the Security Deposit amount through online payment methods like NEFT/ RTGS in favour of the Chief Accounts Officer, BMTC payable at Bengaluru. b) The licensee shall remit security deposit and enter into agreement within 21 days (including holidays) of his selection as the successful bidder on payment of requisite stamp duty at his own cost as per Karnataka stamp Act. c) Additional security deposit by way of DD will have to be remitted by the licensee for the annual escalation in the license fee. d) The security deposit would be refunded to the bidder after the successful completion of the contract after recovering all the charges/dues payable to the BMTC by the bidder. e) In case of any shortfall legal proceedings will be initiated to recover such shortfall from the bidder. No interest will be paid on EMD/Security Deposit or any other deposits.
8	**Mode of Payment of License Fee:** a) The successful bidder shall pay monthly license fee within 5th of subsequent month with the applicable taxes and other applicable charges. The payment should be made only through RTGS/DD drawn in favour of **CAO/FA, BMTC, Bengaluru.** b) In case of delay in payment of any dues to BMTC, interest shall be charged at 24% per annum or part thereof for the delay accrued. If the payment is not made continuously for 3 months from due date, then BMTC shall have the right to terminate the contract by forfeiting Security Deposit. c) The monthly license fee shall be paid location wise at the designated

	Depot/Bus stand/ Offices.
9	**Gestation Period**: The selected licensee will be provided with rent-free gestation period of (01) one month from licensee period start date or from the date of commencing of business whichever is earlier.
10	**Termination / Cancellation / Forfeiture of EMD-Security Deposit** a) The BMTC shall have the right to rescind the contract/license at the cost and risk of the Licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed agreement) and in such case the Security Deposit will be forfeited. b) If the contract is terminated for the reasons of breach of terms and conditions such bidder is not entitled to participate in any of the tenders of BMTC for the period of 02 years from the date of termination. c) If the Licensee terminates the agreement for whatsoever reasons before completion of one year of the agreement period, the entire security deposit will be forfeited. After completion of one year of license, the license can be terminated by the Licensee with prior notice of 3 months or by paying 3 months LF and SD will be refunded in this case after deducting the dues if any. d) BMTC may, terminate the license by giving two month prior notice or at any time in compliance with orders/directions of any authority competent to issue such direction to BMTC, in such cases, security deposit will be refunded after deducting dues, if any. e) If monthly payment is not made for consecutive 3 months from due date, BMTC may terminate the agreement forfeiting the security deposit.
11	In case the licensee fails to pay the monthly license fee as prescribed above or in case the licensee commits breach of any of the Terms and Conditions aforesaid, the licensor may notify the licensee about the amount due including interest @24% Per Annum or details of breach of conditions as the case may be, by serving a notice to the licensee. In case the licensee failing to pay the arrears after of such notification or continue to commit the breach of the agreement the licensor reserves the right to terminate and forfeit the entire Security Deposit.
12	The applicable Goods & Service Tax on rentals and also other taxes to BBMP/Government authorities shall be paid separately.
13	Licensee shall obtain approval and comply with the rules and regulations from various local authorities for “Right of way” for laying ducts and optical fiber cables.
14	Proper care shall be taken in respect of Public Health & Safety.
15	It is the Licensee’s responsibility to obtain Power supply. Based on availability Licensor may provide Electric power. The Licensor shall render all necessary assistance to the Licensee for issuance of a No Objection Certificate or such other documents as may be required by the Lessee for obtaining separate power connection, if required. **Electricity Consumption charges:-** a) The licensee shall furnish electricity requirements for operating the system duly furnishing the capacity of electrical gadgets proposed to be installed and the voltage or power to be consumed per day/month. A separate sub-meter shall be installed by the licensee for recording consumption charges

	and the electric charges so claimed shall be paid by the licensee. BMTC will not be responsible for any failure, interruption or breakdown of electric supply for whatsoever cause. The Licensee has to pay electricity bill amount every month as per the demand of the authorities concerned. b) If BMTC provide electricity, bill shall be paid at concerned Bus stand/Depot. c) If Electricity is directly taken from BSECOM bill shall be paid directly to BESCOM.
16	The allotment of space for establishing infrastructures for Mobile Coverage Antenna/Booster/pole will not be allowed until the security deposit has been paid.
17	The Licensee shall bear the cost of procuring and installation of all Ground Based /Roof Top Communication Equipment. The Licensor shall not be responsible for any loss, theft or damage of the Equipment belonging to Licensee.
18	Necessary infrastructure facilities including electrical connections and any such other allied works shall be carried out by Licensee at its own cost with due approval of Licensor. The Licensor will have absolute ownership and right over any permanent building / structure put by licensee on the licensed premises and the licensee shall have no right whatsoever on the structure after expiry / termination of the License period.
19	The Licensor shall allow the Licensee and its employee's unhindered access to the schedule premises and to their Ground Based/Roof Top Communication Equipment site during the period of agreement.
20	It is specifically agreed by the Licensor that the Licensee shall, based on necessity/requirement, may share its Equipments with any other telecommunication, internet service provider for which the Licensee need not obtain approval from the Licensor. In such case the licensee shall provide the details of the shared parties along with copy of the signed agreements.
21	The Licensee shall have no interest in the property of the Communication Equipment area nor shall he be deemed to have exclusive possession thereof except the right of use the premises during the stipulated period.
22	The licensee shall not be entitled to allow to sub-lease the premises. In the event the licensee becoming insolvent or dissolved in case of partnership firm prior to the expiry of the period fixed in the license, the license shall stand determined by operation of law automatically and the heir or the legal representative of the licensee shall not be entitled to use the premises except that they shall be permitted after discharging any liability under license to remove the goods, belongings or assets of the licensee without damage to the area premises within three weeks of such demise of the licensee with prior approval of the licensor.
23	The Licensee shall abide by all Rules, Regulations and orders that the Licensor or his authorized representative may from time to time make or adopt for the care protection and administration of the area and general welfare and comforts of its publics & employees.
24	On the expiry of the agreement or on revocation of the license under the terms and conditions thereof any belonging of the licensee found in the area shall be liable to be removed within 07 days after the expiry of the license period or revocation of the license as the case may be.

25	The licensor has the right to terminate the license giving one month notice in case the licensor needs the scheduled premises for demolishing /Reconstructing /Alteration.
26	Licensee shall remove all the equipment and handover the premises at the end of the contract.
27	In case of any violations or directions from statutory authority, BMTC may terminate the License by giving one month notice.
28	The Licensor has the right to terminate license without giving any reasons and by giving two months advance notice.
29	The Licensor shall not be responsible for any loss or damages caused to the total discontinuation of this agreement for any reasons whatsoever.
30	The Licensee shall employ its own personnel for the work at its own cost and the behaviour of such personnel shall in no way be detrimental to the interest of the Licensor.
31	In the event of the licensee committing breach of any conditions mentioned herein this agreement shall be liable to be terminated summarily without assigning any reasons and the decision of the Managing Director, BMTC in this regard shall be final and binding on the licensee.
32	The licensee shall have no claim for any payment of compensation on any account.
33	The Licensee shall comply with all the labour laws, minimum wages Act and all other applicable Acts. The Licensee undertakes to cover its employees engaged in connection with either execution or servicing/maintenance of the equipments installed during the course of agreement w.e.f all the labour legislation in force and made time to time and agrees that the Licensor is not liable for any of statutory obligation arising from such employment by agents, whatsoever.
34	All costs and expenses incidental to the preparation and completion of these presents including stamp duty shall be borne by the Licensee (Central Government & State Government has fixed the stamp duty to be borne by the Licensee).
35	The Licensor will have the right to adjust the security deposit in part or full against any arrears of the rental charges or any other dues which arise out of this contract or any loss sustained by Licensor on account of any act of omission or negligence on the part of licensee or its servants.
36	The Licensee shall pay taxes (if any) payable to Government of India / Government of Karnataka / BBMP / Municipal Corporation and other legal bodies/ local bodies in advance.
37	It is the responsibility of the licensee to obtain necessary permission from the local bodies/statutory bodies as stipulated and required by laws, which are in force time to time from concerned authority.
38	The Licensee shall pay the cost of damages, if any, caused by the Licensee or its representatives to the premises in question.
39	The licensee should indemnify the Licensor against any loss or damage to the schedule property and or also against any claims under any act in force made by the employees of the licensee or employees of BMTC or any other third party for each death, disablement, injury to the person or loss or damage to the property etc., due to reasons whatsoever arising of or in any way connected with the installation of equipments, construction of structures, maintenance and

	dismantling of equipments. Any sum paid by the Licensor by the way of compensation costs, charges or expenses in this connection shall be considered reasonable and shall be reimbursed by the licensee to the Licensor immediately on demand or the same shall stand to be deducted from the security deposit vested with the corporation.
40	The installations, equipments or any other item belonging to the licensee which are located at the schedule Premises shall solely belong to the Licensee and the Licensor shall have no right whatsoever, including but not limited to a right of lien, over these installations, shelter, equipments or other items.
41	The Licensor shall have the right to revoke the License in the event of breach any of the terms and conditions of this agreement on the part of the Licensee.
42	In case, the premises is destroyed or damaged by natural calamity or riot or civil disturbances or was so as to make it unfit for use by the Licensee, the license shall stand terminated automatically.
43	The licensee agrees that he shall not claim any or losses from the Corporation in such event and he also agrees to execute a separate undertaking to effect.
44	The licensee also agrees not to approach the Civil Court or any court without the written consent of the licensor and he expressly understands that the premises licensed is a public premises coming within the definition of the Karnataka Public Premises (Eviction to Un- authorized) occupants Act & Licensor is to invoke/ invoke the provisions of the KPP Act in case of breach of any of the conditions.
45	The licensee shall put display –warning sign board and restrict the access to the area of equipments even of their personnel. And also maintain minimum radiation levels emitting from equipments as required under law.
46	The licensee shall not carry out unlawful activities in the said premises which may pollute the surroundings or cause nuisance to publics.
47	If BMTC deems fit may provide alternate space on roof top / on ground suitable for the Licensee based on the availability.
48	The Commercial bid will be opened through online at www.kppp.karnataka.gov.in on due date & time.
49	Any agency/ organization who/, which was agent to the Corporation in the past and defaulted in payment of contract amount, is disqualified from participating in this tender.
50	**Exit clause:** ***Successful licensees shall be at liberty to terminate the agreement as a result of this tender, after expiry of one year of license after giving advance notice of 3 months or payment of the license fee for the notice period in lieu thereof.*** BMTC may, however, terminate the license at any time in compliance with orders/directions of any authority competent to issue such direction to BMTC. The licensee shall not be entitled to claim any compensation, relief, damages from BMTC, except the right to remove equipment installed by him and refund of security deposit, advance license fee paid by him after deducting dues if any.
5	All communications to the successful bidders/ licensees through email/ Whatsapp/

<table>
<tr><td>1</td><td>letter/SMS to their contact details given in the tender form and agreement shall be deemed as valid for any purpose under this tender.</td></tr>
<tr><td>52</td><td>The successful licensee or any person working with or under him shall enter into the installation premises only with prior permission of the in-charge concerned, to take up the work of installations, maintenance, dismantling etc.</td></tr>
<tr><td>53</td><td>The Managing Director of BMTC, reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof.</td></tr>
<tr><td>54</td><td>If the Licensee fail to clear the items, within the stipulated time after expire/ Termination of License the following penalties will be imposed:-
<table>
<tr><td>Sl.No</td><td>Delayed Days</td><td>Percentage-wise amount of fine to be imposed</td></tr>
<tr><td>1</td><td>Up to 7 days delay in clearing the equiments</td><td>A fine of 25% of the last month’s license fee and applicable taxes will be imposed.</td></tr>
<tr><td>2</td><td>For a delay of more than 07 days, up to 15 days, of clearing the equipments.</td><td>Imposing a fine of 50% of the last month’s license fee and applicable taxes.</td></tr>
<tr><td>3</td><td>Delay of more than 15 days and up to one month to clear the equipments.</td><td>Imposing a fine equal to the full license fee of the last month and applicable taxes</td></tr>
</table></td></tr>
<tr><td>55</td><td>If the licensee fails to clear the items in the open spaces within one month, the organization will take steps to confiscate them and clear/dispose of them at the licensee’s expense.</td></tr>
<tr><td>56</td><td>Unauthorized use of extra space:
The licensee shall vacate the unauthorized use of the additional space immediately upon notice. In addition, the licensee shall be subject to the following penalties and action shall be taken to terminate the contract.
<table>
<tr><td>First Time</td><td>In case of unauthorized use of extra space 1.5 times pro-rata charges on monthly Licensee Fee, shall be levied as license fee, in addition to removing the encroachment.</td></tr>
<tr><td>Second Time & if repeated</td><td>Penalty will be imposed at a pro-rata rate of 1.5 times the monthly license fee for the extra space used. In addition, the Corporation reserves the right to forfeit the security deposit and terminate the contract.</td></tr>
</table></td></tr>
<tr><td>57</td><td><u>Indemnity</u>: The Licensee has to indemnify the client, against all claims, damages or compensation. The License shall comply with and adhere to all applicable laws, rules & regulations, circular, orders that are applicable for the entire contract/license period. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any consequences resulting from violation of any applicable laws.</td></tr>
<tr><td>58</td><td><u>Dispute Resolution System:</u>
In case of any dispute or differences arises on the terms and conditions of the tender or contract as the case may be, the matter shall be referred to Managing Director, BMTC, whose decision shall be final and binding on both the parties.</td></tr>
<tr><td>5</td><td><u>Jurisdiction:</u></td></tr>
</table>

9	Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City courts only.
60	Heights of the Mobile coverage Antenna/booster/pole shall be maximum of 12 meters or as per the standards norms. However such erection of booster should comply all the statutory height norms/safety norms prevailed from time to time regulated by any of the government/ statutory bodies as applicable.
61	It is the responsibility of the Licensee to comply with all statutory requirements. All necessary Licenses/NOC/Certificates etc shall be obtained by the licensee.
62	The area / space will be identified and marked/measured through joint inspection by representative of selected licensee and BMTC team. This shall be finalized within 15 days of receiving the allotment letter and allocation of space is subject to availability / accessibility / feasibility. Selection in the tender process does not confer any right for installation of booster at any place/location.
63	The identified space/area will be allotted only, if the said space is only feasible/ stable to erect the Mobile coverage Antenna/booster/pole (after obtaining feasibility report from BMTC civil department).
64	BMTC reserves the right to increase or decrease the area up to 25% of the tendered quantity.
65	The roof should not be damaged while erecting Mobile coverage Antenna/booster/pole.

Annexure A

Selection of Agency/Person/firm for allotment of open space for establishing infrastructures for Mobile Coverage Booster (setting up of Ground Based / Rooftop) in available Bus Depots / Bus Stands & Other Properties of BMTC across Bengaluru City for establishing Telecom Network below:-

Sl.No	**Location**	**Reserve Price for Per. sq.ft (excluding GST)** (in Rs.)	**Reserve Price for Per. sq.ft (including GST)** (in Rs.)	**EMD** (in Rs.)
1	Banashankari TTMC	770	909	7,000
2	White field TTMC	307	362	3,000
3	Hebbal Depot	480	566	4,500
4	Kengeri TTMC	263	310	2,500
5	BMTC Depot-34	270	319	2,500
6	BTM Layout TTMC	494	583	4,500
7	Yeshwanpur TTMC	491	579	4,500

Sd/-

Chief Traffic Manager (Com)
(Tender Inviting Authority)

Annexure B

Tech Form – 1 Details of the Tenderer

[To be submitted on the letter head of the Tenderer]

1. Tenderer Details

   (a) Name:

   (b) State of incorporation:

   (c) Address of the office/corporate headquarters and its branch office(s), if any, in India:

   (d) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:

   (e) Date of incorporation and/or commencement of business:

2. Bank Details

   (a) Name of the Holder

   (b) Bank Account No.

   (c) Name of the Bank

   (d) Branch Name

   (e) IFSC Code

3. Details of individual(s) who will serve as the point of contact/communication for the Licensor:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Telephone Number:

   (e) E-Mail Address:

   (f) Mobile: